

1199 SEIU/LEAGUE HEALTH CARE INDUSTRY JOB SECURITY FUND

SUMMARY PLAN DESCRIPTION

AMENDED AND RESTATED MARCH 2005

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INTRODUCTION

The 1199 SEIU/ League Health Care Industry Job Security Fund (the "JSF") is intended to provide a program of benefits to assist Eligible Employees ("You") who are or will be laid off from Employment by an Employer pursuant to a Collective Bargaining Agreement ("CBA") entered into between New York's Health and Human Service Employees Union 1199/SEIU (the "Union") and Contributing Employers (the "Employers"). Some benefits are also provided if You are at risk of layoff.

While this booklet, called the Summary Plan Description ("SPD") sets forth the benefits provided through the JSF, these benefits are subject to the terms and conditions of the relevant information contained in the current CBA. If there is any conflict or inconsistency between this SPD and the current CBA, or if this booklet does not cover, or only partially covers, any provision, Your rights will be determined by the Trustees. Except as provided in Article VII and subject to the applicable CBA, the Trustees reserve the right, in their sole and absolute discretion, to amend or modify the SPD, in whole or in part, and with respect to any class of Employees at any time and for any reason. The amendment or modification of the JSF SPD may change or eliminate Your right to receive benefits or to receive any specific amount of benefits.

WHAT KIND OF BENEFITS ARE PROVIDED BY THE JSF?

The JSF provides for the following different kinds of benefits designed to assist You if You are laid off from employment:

- supplemental unemployment benefits (see page 10),
- continued health insurance (see page 13),
- retraining benefits (see page 15), and
- career counseling and placement services (see page 20).

Also, other benefits, such as training programs and severance benefits may be available to employees in job categories that are at risk of layoff from time to time as approved by resolution of the Trustees. Benefits under the JSF are set pursuant to the CBA between the Union and the League of Voluntary Hospitals and Homes of New York ("League").¹ Throughout this SPD, benefits set

¹ Other Employers who are not subject to the League/1199 Agreement have agreed to be bound by the terms of the

forth in the League/1199 Agreement and amendments to the League/1199 Agreement are incorporated by reference. You should consult that agreement for a current statement of such benefits and eligibility.

IMPORTANT TERMS

Throughout this document, important terms are capitalized. You can find definitions of these important terms in the “Definitions” section on page 34.

ELIGIBILITY FOR JSF BENEFITS

In general, to be eligible for benefits from the JSF, You must be employed by a Contributing Employer in a job classification covered by the Collective Bargaining Agreement as:

- a full time employee who has completed the contractual probationary period, or
- a part-time employee who works a minimum of seven and one-half (7 1/2) hours per week (for a thirty-seven and one-half (37 1/2) workweek) or seven (7) hours per week (for a thirty-five (35) hour workweek), and has served for a minimum of ninety (90) days.

You are eligible for full JSF benefits if You meet the length of service requirement above, and if You are:

- laid off by an Employer after receiving a 30-day notice that You will be laid off, and
- not given the right to “bump”, and
- eligible for unemployment benefits from New York State, and
- available for placement by the CPO.

What does it mean to be “laid off”? A termination of employment is not a “lay off” unless, due to an operational or economic condition, Your employer reduces its workforce by eliminating Your position and You have a right to be recalled to that or another position.

Eligibility for Limited Benefits

Depending on Your circumstances, You may be entitled to limited benefits provided by the JSF. For example,

- If You are a part-time employee and You have completed Your probationary period and You are employed in job classifications covered by the Collective Bargaining Agreement but are not eligible to receive unemployment insurance, or You have not served for a minimum of ninety (90) working days, or both, You may be able to receive the placement assistance discussed on page even though You are not eligible for other Fund benefits.
- If You are in a job classified as “at-risk” by the Trustees, the Trustees may establish and fund training programs for You, even though You are not eligible for other JSF benefits.
- If You are a Displaced Employee, even though You are not eligible for other Fund benefits, the Trustees may establish and fund training programs to provide

- for Your retraining under the terms of a Collective Bargaining Agreement.
- Also, on occasion the Trustees may approve severance programs for Displaced Employees and Employees in at-risk job classifications as provided in a written agreement of the Committee.

WHAT IF MY LAYOFF IS CHALLENGED BY THE UNION?

If You are laid off and the Union challenges the validity of Your Employer's notice of layoff, You are still eligible for benefits under the JSF if you meet the conditions described above. In the event Your "lay-off" is rescinded, You must reimburse the Fund for any SUB received from the JSF on account of such layoff notice, to the extent of any back pay to which You are entitled.²

² This provision shall not be used to circumvent the requirement that an Employee be laid off to be eligible for benefits under the Plan. For example, an employee discharged for cause is not eligible for benefits under the Plan, notwithstanding a challenge to the discharge by the Union. The existence of this provision is without prejudice to the position of the Union or the Employer in any proceeding in which the validity of a layoff is being contested.

APPLYING FOR JSF BENEFITS

HOW DO I APPLY FOR BENEFITS?

In order to receive JSF benefits, You **must** satisfy the following conditions:

1. You (or Your authorized representative) must request benefits from the JSF within three (3) weeks of the date the Fund sends You a written note.
2. You must attend an orientation scheduled by the JSF within one (1) month of the date the Fund sends You a written notice.
3. You must agree in writing to comply with the policies and procedures of the JSF concerning job counseling and placement.
4. Except as otherwise provided in this SPD, You must be approved for unemployment benefits by the New York State Department of Labor Unemployment Insurance Division as a result of layoff.

If, through no fault of Your own, You are unable to request JSF benefits within the three (3) week time limit, or file for unemployment benefits, You may appeal such requirement to the Trustees.

LOSING JSF BENEFITS

ONCE I AM DETERMINED ELIGIBLE FOR BENEFITS, CAN I LOSE MY ELIGIBILITY FOR BENEFITS?

You can lose entitlement for benefits if any of the following occur:

FAILURE TO EXERCISE BUMPING RIGHTS OR TO TAKE A VACANCY

As a general rule, if You refuse to fill a vacancy afforded by your Employer or to which You are referred by the CPO, or You refuse or fail to exercise Your bumping rights, or fail to return to a job if You are recalled, You shall not be eligible for JSF benefits.

However, You will remain eligible for benefits if You fail to bump, or accept a vacancy within Your Bargaining Unit if either (a) You had been employed in a full time position immediately before layoff and the new job is a part time job (but see page # on the effect of taking part time employment) or (b) the minimum rate for the new job is more than seven and one half percent (7.5%) less than the minimum rate for Your current job. If You are required to take an available position on a shift that presents a serious hardship, You may appeal such requirement to the Trustees.

REFUSAL TO TAKE A JOB WITHIN COMMUTING DISTANCE

All JSF benefits shall stop if You refuse to take a job to which You are referred (See page 20) at an institution which is within the greater of (i) the average commuting time to the job from which You were laid off, or (ii) one (1) hour (average New York City travel time) from Your home.

TAKING A JOB WITH ANOTHER CONTRIBUTING EMPLOYER OR NBF PROVIDER

If You obtain a job with an Employer, or an NBF Provider, all coverage under the JSF shall stop, except NBF Continuation Coverage, where applicable (see page 13). If You are terminated from that job without cause, or for inability to perform in the new job, You shall return to coverage under the JSF for the balance of any benefits due to You. However, if You are discharged for cause, other than inability to perform, You shall not return to coverage under the JSF unless the Committee, or an arbitrator acting pursuant to the Collective Bargaining Agreement, determines

that You are entitled to return to coverage under the JSF.

TAKING A TEMPORARY JOB

During the time You are in a temporary job with a Contributing Employer as described in the League/1199 Agreement, You will not be entitled to any benefits from the JSF, including SUB payments. (However, there are different rules for a full-time Employee who accepts part time or per diem employment in lieu of layoff. See "Full-time Employee Accepting Part-time Employment instead of Layoff" below.) When the temporary job ends, You will again be covered under the JSF for the balance of any benefits due under the JSF; provided however, that You shall cease all coverage under this JSF if You leave the temporary job before the original commitment ends.

ACCEPTING A JOB OTHER THAN WITH A CONTRIBUTING EMPLOYER OR NBF PROVIDER

If You accept employment (other than with a Contributing Employer or an NBF Provider) during such employment You are ineligible for SUB and Continuation Coverage. However, your Continuation Coverage shall continue for only the first thirty (30) days of Your employment. During this employment You may still receive referrals to vacant positions with Contributing Employers by the CPO. When Your employment ends, You will once again be eligible for your remaining SUB and Continuation Coverage if You had been in Your job for less than twelve (12) months.

A FULL-TIME EMPLOYEE ACCEPTING PART-TIME EMPLOYMENT INSTEAD OF LAYOFF

If You are a full-time employee who, instead of layoff, accepts a part-time position or who, having been laid off, is recalled to or obtains part-time employment, You will not be entitled to SUB benefits. You shall be entitled to Continuation Coverage under the NBF to the extent needed to maintain Your prior level of benefits. (See page ____) You may also be referred to vacant positions with Contributing employers. If Your part-time employment ends, You shall return to Your original status and shall be entitled to the balance of Your benefits under the JSF.

If You are a full-time employee who obtains per diem employment on an irregular basis of no more than one day per week, You will not be considered to have obtained part time employment and You will remain eligible for all benefits under the JSF.

CLOSING OF A FACILITY OR TERMINATION OF A GRANT PROGRAM

In the event that You are laid off because a major facility closes, or a grant program terminates, as determined by the Committee, SUB benefits may not be provided.

EMPLOYEES INTENDING TO RETIRE

If You intend to retire within six (6) months of layoff, You will not be required to participate in the placement service from the CPO to remain eligible for SUB benefits and NBF benefits.

Once You retire, You are no longer eligible for SUB benefits and NBF benefits

DISABLED EMPLOYEES

If You are disabled and unable to work due to Your disability including pregnancy disability, and Your disability would qualify You for NBF disability benefits if You remained employed, You will not be entitled to benefits under the JSF during the period You're disabled. When the period of disability ends, You will return to coverage under the JSF for the balance of any benefits due under the JSF.

PARTICIPATING IN TRAINING AND UPGRADING FUND PROGRAMS

If You elect to receive training benefits from the Training and Upgrading Fund, You are generally not eligible for benefits from the JSF. The Trustees shall determine on a case by case basis whether Employees who elect to receive such benefits are entitled to benefits under the JSF.

EMPLOYEES OFFERED A NEW POSITION WHILE IN TRAINING?

If You are an employee who is offered a position that would result in a loss of benefits under this Section, as described in the CBA applicable to You, You may reject the position and elect to remain in Your training program, including a substantial part-time training program, until the training program is completed **if** You have:

- (1) completed at least one-third (1/3) of the training program, and
- (2) have a commitment for a job upon completion of the course, or if the training program will qualify You for a market scarce job as determined by the Committee.

If You wish to continue training pursuant to this provision You may seek approval to do so from the JSF Director, subject to approval of the Trustees.

DELINQUENT EMPLOYERS

If Your Employer is delinquent in making contributions to the JSF, the Trustees may eliminate, terminate or suspend Your benefits.

SUPPLEMENTAL UNEMPLOYMENT BENEFITS (“SUB”)

AM I ELIGIBLE FOR SUB?

If You are eligible for full JSF benefits, You are eligible for SUB, unless You fail or refuse to participate in a mandated training program or you lose your eligibility (see page 6).

WHEN DO SUB PAYMENTS START?

SUB payments begin when monies from unemployment insurance, severance and accrued leave benefits (e.g., vacations, holidays, accrued sick leave where provided by past practice, etc.) no longer replace one hundred percent (100%) of Your pre-layoff Salary (on a pre-tax basis). For example, Sally Jones is laid off August 31st. Her severance and leave benefits are \$2,000. Her Salary before taxes is \$500 per week, and her unemployment benefits are approximately \$250 per week. After 8 weeks, her severance, accrued leave, and unemployment benefits will no longer provide her with \$500 per week and SUB payments will begin the 9th week after layoff.

HOW MUCH WILL I RECEIVE?

The amount of the SUB that You may receive will be determined in accordance with the following schedules:

Full Time Employees

Weekly Salary	Weekly Amount of SUB	
	While receiving NYS Unemployment Benefits	*After NYS Unemployment Benefits Cease
Less than \$600	\$100	\$325
\$600 but less than \$750	\$125	\$350
\$750 or more	\$150	\$375

Part Time Employees 3

Part-time employees will receive SUB payments prorated by the following formula:

$$\frac{\text{Avg. weekly pay used to determine NYS Unemployment insurance}}{\text{Full-Time minimum Weekly Rate for Position}} \times \$100$$

The additional SUB payment described above shall be reduced to the extent that You are entitled to receive money payments from another funding source while participating in a training program sponsored or funded by such other funding source.

HOW LONG WILL I RECEIVE SUB PAYMENTS?

The length of time You will receive SUB depends on the date You first became eligible. If You became eligible before July 1, 1998, You are eligible for SUB benefits for up to twelve (12) months.

- If You became eligible on or after July 1, 1998 and before January 10, 2002, Your SUB benefits may be extended up to one (1) additional year for a two (2) year maximum.
- If You became eligible for full JSF benefits on or after May 1st, 2005 and before April 30, 2008, You are eligible for SUB benefits for a period equal to the greater of:
 - (i) two (2) years or
 - (ii) the period through April 30, 2008.

Your eligibility for SUB can never be longer than the length of Your employment with Your Employer immediately prior to layoff.

CAN MY SUB PAYMENTS BE REDUCED OR STOPPED FOR ANY REASON?

Your eligibility to receive SUB benefits is conditioned on Your satisfaction of the rules and requirements of the JSF, including but not limited to mandatory training (see page 15) and pursuing job referrals (see page 20) and job opportunities (see page 20).

OTHER SUB PAYMENTS

Further or other SUB payments may be made only in accordance with an amendment of the

³ The SUB for a part-time Employee shall not exceed the SUB payable to a full-time Employee laid off from the

League/1199 Agreement . Any such amendment changing the SUB is incorporated by reference.

same position.

CONTINUATION COVERAGE UNDER THE 1199 NATIONAL BENEFIT FUND

If You are eligible for full JSF benefits, the JSF will make contributions to the 1199 National Benefit Fund for Health & Human Service Employees so that You will receive continuation of Your medical and other benefits ("NBF Continuation Coverage") that otherwise would have stopped or been reduced due to Your layoff or acceptance of part-time employment in lieu of layoff as described below.

FOR HOW LONG WILL I RECEIVE NBF CONTINUATION COVERAGE ?

Your NBF Continuation Coverage will stop when the level of NBF coverage that You had previously been entitled to before the layoff recommences because of subsequent Employment with an Employer(s).

If You are not reemployed, NBF Continuation Coverage will be continued for the following periods:

- If You became eligible before July 1, 1998, You are eligible to receive NBF Continuation Coverage for up to twelve (12) months from Your date of layoff,
- if You became eligible on or after July 1, 1998 and before January 10, 2002, You are eligible to receive NBF Continuation Coverage for up to two (2) years from your date of layoff;
- if You became eligible for JSF benefits on or after May 1, 2005 and before April 30, 2008, You are eligible for NBF Continuation Coverage for a period up to the greater of
 - (i) two (2) years from your date of layoff or
 - (ii) through April 30, 2008.

Your eligibility for NBF continuation coverage can never be longer than the length of Your employment with Your Employer immediately prior to layoff.

NBF Continuation Coverage will also be discontinued when the level of NBF coverage to which you were entitled to immediately prior to layoff recommences because of subsequent employment with an Employer(s).

Your eligibility to receive NBF Continuation Coverage is conditioned on Your satisfaction of the rules and requirements of the JSF, including mandatory training (see page 15) and pursuing job referrals (see page 20) and job opportunities (see page 20).

NBF CONTRIBUTIONS

The JSF shall obtain NBF Continuation Coverage by paying for it at the necessary amount of Your Employer's current contribution percentage based on Your salary at the time You were laid off.

WHAT IF MY EMPLOYER IS DELINQUENT IN MAKING CONTRIBUTIONS TO THE NBF?

If NBF coverage for active Employees of Your Employer has been suspended for delinquency, NBF continuation coverage shall only be provided to You if Your Employer makes monthly payments to the JSF equal to the amount that Your Employer would have made to the NBF if You had continued employment at the wages earned immediately prior to layoff.

WHAT IF I AM NOT AN NBF PARTICIPANT WHEN I AM LAID-OFF?

If You are not an NBF participant at the time of layoff, You may apply to the Trustees for continuation of health coverage by JSF's payment of COBRA premiums to the health plan that covered You at the time of layoff, provided that such payments shall not exceed or extend beyond the NBF payments provided above.

TRAINING BENEFITS

WHAT TRAINING BENEFITS ARE OFFERED BY THE JSF?

At the sole discretion of the Trustees, the JSF provides a variety of training programs which may be available to eligible Employees. In no case will a JSF training program be scheduled to last longer than one (1) year.

If You have been placed in a regular program for technical or professional training under the League/1199 SEIU Training and Upgrading Fund, You shall receive benefits from the Training and Upgrading Fund.

IS THERE ANY MANDATORY TRAINING?

Yes, You are required to attend the following training:

Interviewing Skills, Communication Workshop and Resume Writing

You are required to attend the JSF sponsored Workshop on interviewing and communication skills, and resume writing within two months following Your last day of active employment. If You do not complete the Workshop within that two-month period, Your SUB shall be reduced by twenty-five dollars (\$25) per week. Your SUB shall be further reduced by an additional twenty-five dollars (\$25) per week if You do not complete the Workshop by the end of the third month following the last day of employment (total reduction of fifty dollars (\$50) per week). These reductions shall apply to all weeks of SUB eligibility until the Workshop is completed.

Other Mandatory Training

If a JSF Job Counselor notifies You in writing that a JSF sponsored training program or course is necessary to facilitate Your reemployment, You must enter and complete the training program or course to continue receiving Your full SUB.

(1) Short Courses- those requiring up to one (1) week to complete

If You fail to enter or complete a short course within two (2) months of being notified to take the course, Your SUB shall be reduced by twenty five dollars (\$25) per week

effective as of two months following the sending of the notice. There shall be an added twenty-five dollar (\$25) per week reduction (total of fifty dollars (\$50) per week) if the course is not completed within three months of the notice. This reduction shall apply to all weeks of SUB eligibility until the course is completed.

(2) Skills Courses

If You fail to enter a skills course (e.g., medical assistant, computer course, etc.) Your SUB shall be reduced by twenty-five dollars (\$25) per week effective as of the date the course is scheduled to begin. Your SUB shall be reduced by an additional twenty-five dollars (\$25) per week as of the beginning of each month thereafter that the program is offered until You enter the course. For example, Your SUB will be reduced by seventy-five dollars (\$75) per week effective as of the first week of the third month following the original effective date of the first twenty-five dollar (\$25) per week reduction. If You drop out of a skills course Your SUB shall be reduced in accordance with the foregoing paragraph effective with the day following the last day of attendance in the course and continuing until You again become a course participant in good standing.

WHAT IF I DO COMPLETE THE MANDATORY TRAINING?

Effective as of the date You complete the required Workshop, or short course, or enter into and remain a participant in good standing in the required skills course Your weekly SUB shall be increased back to the full weekly amount. However, You will not be reimbursed for the SUB payments that You were docked while You failed to satisfy the training requirements – those payments are permanently forfeited.

INCENTIVE PROGRAMS

WHEN AM I ELIGIBLE TO RECEIVE A TRAVEL INCENTIVE PAYMENT AND ALLOWANCE?

If You take a full time job with an Employer where the new job requires a Long Commute, You shall receive a one time travel incentive payment and travel allowance if you remain so employed for the time periods below, according to the following rules:

WHAT IS A LONG COMMUTE FOR WHICH A TRAVEL INCENTIVE IS GIVEN?

A Long Commute is a commute which, on average, is more than the greater of

- (i) one hour, or
- (ii) the commute to Your old job,

IF I TAKE A JOB THAT REQUIRES A LONG COMMUTE, HOW MUCH WILL I RECEIVE AS A ONE TIME INCENTIVE PAYMENT?

The one time incentive payment shall be payable according to the following schedule:

Fifteen hundred dollars (\$1,500), provided You have not previously refused such a Long Commute job opportunity suggested by a JSF Job Counselor.

The incentive payment shall be reduced by \$500 each time You refuse such a job opportunity. A refusal occurs when You decline to go on an interview or to accept an employment offer for such a position. After three refusals, You are no longer eligible for the incentive payment.

The one time incentive payment shall be paid in three installments: (i) one third upon completion of the probationary period, (ii) one third on completion of six months of employment and (iii) one third on completion of nine months of employment.

HOW MUCH WILL I RECEIVE AS A TRAVEL ALLOWANCE?

If You accept a job that requires a Long Commute, You will receive the travel allowance of \$30.00 per week for five days travel (pro-rated for fewer than 5 days travel) for each week You actively commute to, or are on paid leave from, the new job. Payments may continue for up to one year. The travel allowance shall be paid at the end of each calendar quarter.

ARE THERE INCENTIVE PAYMENTS FOR EMPLOYMENT WITH AN NBF PROVIDER?

If You take a full time position with an NBF Provider You may receive an incentive payment of up to one thousand dollars (\$1,000) and NBF Continuation Coverage as follows:

An NBF Provider is a physician, dentist, physician or dental group, other ambulatory care entity, laboratory, pharmacy or other vendor which provides services to the NBF, and which is not a Contributing Employer to the JSF.

ONE TIME INCENTIVE PAYMENT

You must be hired for the position within the first five (5) months of the last day of active employment and remain employed with the NBF Provider for at least three months.

The incentive payment shall be one thousand dollars (\$1,000) if You are hired into the first such position suggested by a JSF Job Counselor.

The potential \$1,000 incentive payment shall be reduced at the rate of one hundred and fifty dollars (\$150) per month, starting from the date You first refuse an opportunity for a full time position with an NBF Provider. A refusal occurs when You decline to go on an interview or to accept an employment offer for such a position.

The one time incentive payment shall be paid upon completion of three months of employment. After that, You will not be eligible for JSF benefits as a result of the layoff which led to participation in the incentive payment.

NBF COVERAGE

NBF Continuation Coverage shall not be discontinued on account of Your employment with a NBF Provider.

CAREER PLACEMENT TRAINING AND REFERRAL SERVICE

IS JOB PLACEMENT A JSF BENEFIT?

No.

Job referral, placement and other employment security rights are set under the terms of the Collective Bargaining Agreements (“CBAs”) and are not benefits under the JSF. However, the JSF operates a Central Placement Office (“CPO”) that has been given the responsibility under the CBAs to refer JSF participants to vacant positions.

Must I Use the CPO?

Yes, in order to keep your eligibility for SUB benefits and NBF Continuation Coverage, you must pursue the job referrals from the CPO and follow the CPO’s recommendations for training.

You are also required to attend an initial JSF orientation (page 5) and complete the JSF mandatory training (see page 15).

HOW CAN THE CPO HELP ME?

The CPO will refer You to vacant positions in the same job title as the job title You were in before layoff. You may also be referred to a job title in a grouping of job titles as defined in the CBA. If there are no such vacancies, You will be referred to the 1199 SEIU Employment Center (“EC”) for other referrals, including jobs with other Employers. The EC may also assist you in obtaining a position with employers who are not Contributing Employers.

WHAT IF I CAN’T IMMEDIATELY BE PLACED?

If You cannot immediately be placed You may, in the sole discretion of the Trustees, be retrained to learn the skills needed for other positions. See page 15. Following such retraining, You may be referred to the EC to apply for vacancies in a position for which You were retrained. However, the CPO will continue to refer You to positions in the job (and grouped jobs, if

applicable) that You were laid off from, if they are available.

Appealing Denied Benefits

In general, when you request JSF benefits, you will receive a determination on your eligibility for benefits within 90 days after the Fund's receipt of your completed application.

Under special circumstances, the Fund may require an additional period of not more than ninety (90) days to review Your application. If this occurs, You will be notified in writing, prior to the termination of the initial ninety (90) day period, as to the reason for the extension, and any other information needed in order to process Your claim.

If You are denied, or You lose, JSF benefits, You may appeal to the Executive Director. In order to appeal the denial of a claim for benefits that You believe You are entitled to, You or Your authorized representative, must file a written appeal and include all information relevant to your claim.

If the Executive Director denies Your appeal, in whole or in part, You will be notified in writing of the reason(s) for the denial and the specific Plan provision(s) on which the decision was based. If you disagree with the Executive Director's decision, You have the right to request an additional appeal by writing to the Appeals Committee of the Board of Trustees.

All written requests for appeals must be made within 60 days of the denial of benefits.

Appeals should be sent to:

The Job Security Fund – Att: Appeals
330 West 42nd Street, 2nd Floor
New York, NY 10036

Decisions of the Executive Director and the Appeals Committee will be made in writing, within 30 days after a request for an appeal is received, and will include an explanation of the decision

and the specific references to any Plan provisions on which the decision is based.

Determinations made through the appeals process outlined above are final, binding and conclusive on all parties, subject to Your ERISA right to proceed in court (see page #). All claims against the Fund are subject to the appeals procedure outlined above. No lawsuits may be filed in any court until all steps of these procedures have been completed and the benefits requested have been denied in whole or in part.

Any provision in this Plan to the contrary notwithstanding, this appeal procedure shall not apply to disputes arising under job referral, placement, layoff provisions, bumping rights and other job security provisions which shall be resolved in the manner set forth in the applicable Collective Bargaining Agreement.

AUTHORITY OF PLAN ADMINISTRATOR

The Plan shall be administered and operated by the Trustees and their designees. Except as provided below and may otherwise be provided in the Agreement and Declaration of Trust, the Plan and Trust shall be administered and operated exclusively by the Trustees (or the Administrator or any committee duly authorized by the Board) which shall have complete authority, in its sole and absolute discretion, to construe the terms of each Plan (and any related documents and underlying policies or regulations); provided: (A) the Trustees shall have complete authority, in their sole and absolute discretion to construe the terms of the Plan and the Agreement and Declaration of Trust with respect to an individual's entitlement to counseling, training, supplemental unemployment, continuation health coverage and related benefits established by the Committee; (B) the Trustees shall have no authority to amend, modify or interpret the job referral, placement and other job security provisions of a Collective Bargaining Agreement. Rather, any issues relating to the interpretation of the Collective Bargaining Agreement regarding such provisions shall be resolved by the Committee which shall have complete authority, in its sole and absolute discretion, to construe the terms of the Collective Bargaining Agreement with respect to such benefits. All decisions of the Trustees shall be final and binding on all parties and persons affected thereby.

YOUR RIGHTS UNDER ERISA

As a participant in the Plan, You are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974, as amended (ERISA) . ERISA provides that all Plan participants shall be entitled to:

- (1) Examine, without charge, at the Fund office, and at other specified locations, such as work sites and union halls, certain Plan documents including copies of all documents filed-by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions; and
- (2) Obtain copies of certain Plan documents and other Plan information upon written request to the Trustees. The Trustees may make a reasonable charge for the copies.
- (3) Receive a summary of the Plan's annual financial report. The Trustees are required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate Your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of You and other Plan participants and beneficiaries. No one, including Your Employer or any other person, may fire You or otherwise discriminate against You in any way to prevent You from obtaining a welfare benefit or exercising Your rights under ERISA. If Your claim for a welfare benefit is denied in whole or in part, You must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider Your claim.

Under ERISA, there are steps You can take to enforce the above rights. For instance, if You request materials from the Trustees and do not receive them within thirty (30) days, You may file suit in a federal court. In such a case, the court may require the Trustees to provide the materials

and pay You up to one hundred dollars (\$110) a day until You receive the materials, unless the materials were not sent because of reasons beyond the control of the Trustees.

If You have a claim for benefits which is denied or ignored, in whole or in part, and if You have complied with and completed the appeals procedures, You may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan money, or if You are discriminated against for asserting Your rights, You may seek assistance from the U.S. Department of Labor, or You may file suit in federal court. The court will decide who should pay court costs and legal fees. If You are successful, the court may order the person You have sued to pay these costs and fees. If You lose, the court may order You to pay these costs and fees, for example, if it finds Your claim is frivolous.

If You have any questions about the Plan, You should contact the Trustees. If You have any questions about this statement or about Your rights under ERISA, You should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

GENERAL INFORMATION

OFFICIAL NAME OF THE PLAN: 1199/Hospital League Health Care Industry Job Security Plan

SPONSOR: 1199/Hospital League Health Care Industry Job Security Fund
330 West 42nd Street – 2nd Floor
New York, N.Y. 10036
(212) 629-5505

EMPLOYER IDENTIFICATION NUMBER (EIN): 13-3712851

PLAN NUMBER: 501

TYPE OF PLAN: Job Security Plan

TRUSTEES OF PLAN UPDATE:

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END OF PLAN YEAR: June 30

TYPE OF ADMINISTRATION: Trustee Administered

PLAN ADMINISTRATOR: Board of Trustees

1199/Hospital League Health Care Industry Job
Security Plan 330 West 42nd Street 18th Floor New

York, N.Y. 10036

(212) 629-5505

EFFECTIVE DATE: October 10, 1995

The Plan is maintained pursuant to the Collective Bargaining Agreements defined in the Plan. A copy of such Collective Bargaining Agreements may be obtained by participants upon written request to the Trustees and is available for examination by participants.

Under Your collective bargaining agreement, Your Employer is required to contribute to the JSF to pay for JSF benefits. The Trustees may also seek the assistance of the New York State Departments of Labor and Health, the New York City Department of Employment and the United States Department of Labor or other funding sources to help fund the education and training and re-training benefits offered under the JSF.

The Trustees keep records of the Fund and are responsible for the administration of the Plan. The Trustees will also answer any questions You may have about the Plan.

Service of legal process may be made upon the Trustees.

An Employee's benefits under the Plan are paid solely out of the legally segregated assets pool made by Employers (as defined in this Plan) relating to Contributions to the JSF. Neither Employers nor the Plan are liable for benefits beyond such legally segregated assets, nor shall an Employee be entitled to any benefits to be paid out of assets contributed to the Fund by employers not defined as Employers in the Plan.

The benefits provided hereunder are on a noncontributory basis. No contribution to the Fund by any Employee will be accepted by the Trustees.

The Trustees reserve the right, in its sole and absolute discretion, to amend or modify the Plan document, in whole or in part, or to terminate the Plan and with respect to any class of Employees at any time and for any reason. The amendment, modification or termination of the Plan document may change Your right to participate in the Plan, to receive benefits or to receive

any specific amount of benefits.

No Individual may, in any case, become entitled to additional benefits or other rights under the Plan after the Plan is terminated. Under no circumstances will any benefit under this Plan ever vest or become nonforfeitable.

Notwithstanding any provision in the Plan to the contrary, employees covered under another plan operated by the JSF shall not be entitled to benefits under this Plan except as may be provided in an amendment to the League/1199 Agreement.

Administration.

The Plan shall be administered and operated by the Trustees and their designees. Except as provided below and may otherwise be provided in the Agreement and Declaration of Trust, the Plan and Trust shall be administered and operated exclusively by the Trustees (or the Administrator or any committee duly authorized by the Board) which shall have complete authority, in its sole and absolute discretion, to construe the terms of each Plan (and any related documents and underlying policies or regulations); provided: (A) the Trustees shall have complete authority, in their sole and absolute discretion to construe the terms of the Plan and the Agreement and Declaration of Trust with respect to an individuals entitlement to counseling, training, supplemental unemployment, continuation health coverage and related benefits established by the Committee; (B) the Trustees shall have no authority to amend, modify or interpret the job referral, placement and other job security provisions of a Collective Bargaining Agreement, rather, any issues relating to the interpretation of the Collective Bargaining Agreement regarding such provisions shall be resolved by the Committee which shall have complete authority, in its sole and absolute discretion, to construe the terms of the Collective Bargaining Agreement with respect to such benefits. All decisions of the Trustees shall be final and binding on all parties and persons affected thereby.

Limitation of Responsibility.

Neither the establishment of this Plan, nor any modification thereof, nor the payment of any benefits hereunder, shall be construed as giving to any Employee covered under the Plan (or any beneficiary of either), or other person any legal or equitable right against an Employer, the League, the Union or any officer, director or employee thereof. In no event shall the terms and conditions of employment of any Employee be modified or in any way affected by this Plan.

Records. The records of the Trustees with respect to all relevant Plan matters shall be conclusive for all purposes of this Plan.

Construction.

The respective terms and provisions of this Plan shall be construed, whenever possible, to be in conformity with the requirements of ERISA, or any subsequent applicable laws or amendments thereto. To the extent not in conflict with the preceding sentence, the construction and administration of the Plan shall be in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York (without reference to its conflicts of law provisions).

Should any provisions of this Plan document be deemed or held to be unlawful or invalid for any reason, such fact shall not adversely affect the other provisions of this Plan document unless such determination shall render impossible or impracticable the functioning of this Plan, and in such case, an appropriate provision or provisions shall be adopted so that this Plan may continue to function properly. Pending the adoption of such provision, issues raised under unlawful or invalid provision shall be resolved by the Committee.

Plan Not a Contract of Employment.

Nothing contained in this Plan document shall be held or construed to create any liability upon an Employer to retain any Employee in its service. All Employees shall remain subject to discharge or discipline to the same extent as if the Fund had not been put into effect.

Gender and Number.

Wherever used, the masculine pronoun shall include the feminine, the feminine shall include the masculine, the singular shall include the plural, and the plural shall include the singular.

Headings.

The headings in this Plan document are for the convenience of reference only. In the event of a conflict between a heading and the content of a Section, the content of such Section shall be binding.

Entire Agreement.

This Plan document is intended to be the complete and exclusive statement of the terms hereof.

DEFINITIONS

"Agreement and Declaration of Trust" means the Agreement and Declaration of Trust Establishing the 1199/Hospital League Health Care Industry Job Security Plan, dated March 5, 1993 between the League of Voluntary Hospitals and Homes of New York and 1199 National Health and Human Service Employees Union, their successors and assigns, and the Employer Trustees and Union Trustees named therein, their successors and assigns creating the 1199/Hospital League Health Care Industry Job Security Plan, as amended.

"Bargaining Unit" means the bargaining unit set forth in an Employer's stipulation of individual bargaining units.

"Collective Bargaining Agreement" or **"CBA"** as used herein mean the collective bargaining agreements and any extension, modification or amendment thereof between the Union and either the League, or other employers, or all of them, which provide for, among other things, contribution rates and payments to the JSF by such Employer and any changes in such contribution rates or payments to the JSF, provided that in the case of another Employer, the collective bargaining agreement shall be acceptable to the League and the Union as the basis for admission to the JSF; the term shall also mean written participation agreements between the JSF and any employer to make contributions to the Fund that have been approved by the Union and the League.

"Committee" means the Union/Management Job Security Program committee, the Contract Interpretation and Policy Committee, or the League and the Union acting as or by their agents established pursuant to the League/1199 Agreement.

"Contributions" means the payments required to be made to the JSF by each of the Employers pursuant to the applicable Collective Bargaining Agreement.

"CPO" means the Central Placement Office established by the Trustees to implement the programs for which it has been delegated responsibilities under the Agreement and Declaration

of Trust and the League/1199 Agreement.

"Displaced Employee" means Employees, who are protected from layoff pursuant to the terms of a Collective Bargaining Agreement and are displaced into a job with a minimum rate that is less than the minimum rate of the position from which the Employee was displaced by \$50 or more.

"Employee" or "Employees" mean all regular full-time employees of an Employer who have completed their probationary period who are employed by an Employer in job classifications covered by the Collective Bargaining Agreement, and part-time employees who meet the foregoing definition provided they have served for a minimum of ninety (90) days and have worked a minimum of seven and one-half (7 1/2) hours per week (for a thirty-seven and one-half (37 1/2) workweek) or seven (7) hours per week (for a thirty-five (35) hour workweek).

"You" or "Eligible Employee" mean an Employee who meets the criteria for benefit eligibility set forth in Article II.

"Contributing Employer" or "Employer" mean an employer which is a member of the League or another employer who has in force a Collective Bargaining Agreement with the Union providing for Contributions to the JSF, provided that in the case of another employer, the Collective Bargaining Agreement shall be acceptable to the League and the Union as the basis for admission to the JSF; the term shall also mean an employer which has a written participation agreement with the JSF that has been approved by the Union and the League as the basis for admission to the JSF.

"JSF" means the 1199/Hospital League Health Care Industry Job Security Fund as it is presently constituted or as it may be amended from time to time.

"League" means the League of Voluntary Hospitals and Homes of New York.

"League/1199 Agreement" means the Collective Bargaining Agreement between the League

and the Union.

"NBF Provider" means a physician, dentist, physician or dental group, other ambulatory care entity, laboratory, pharmacy or other vendor which provides services to the NBF, and which is not an Employer.

"Plan" means the Local 1199/Hospital League Health Care Industry Job Security Plan/Summary Plan Description, as it is presently constituted or as it may be amended from time to time.

"Salary" or "Weekly Salary" mean the salary used to determine a former Employee's weekly unemployment benefits with respect to a layoff entitling such individual to benefits under the Plan.

"SUB" means the supplemental unemployment benefits described in Section IV of this SPD.

"Training and Upgrading Fund" means the Hospital League/Local 1199 Training and Upgrading Fund as it is presently constituted or as it may be amended from time to time.

"Trustees" means the JSF Trustees acting in accordance with the terms and conditions of the Agreement and Declaration of Trust and any successor Trustees designated in the manner provided therein.

"Union" means 1199 SEIU New York's Health and Human Service Union.